

**BASKETBALL HALL OF FAME BELFAST CLASSIC
MULTI-TEAM EVENT AGREEMENT TO PARTICIPATE**

November 13, 2017

Mr. Will Brown
University of Albany
Head Men's Basketball Coach
2400 Washington Avenue
Albany, New York 12222

Dear Mr. Brown:

This is a Letter of Intent between the University of Albany ("UA"), Naismith Memorial Basketball Hall of Fame ("BHOF") and the Belfast Invitational Limited (BIL) relating to Albany participation in the 2018 Basketball Hall of Fame Belfast Classic ("Event"), an NCAA exempt men's basketball tournament hosted by the Naismith Memorial Basketball Hall of Fame, the Belfast Invitational Limited and Metro Atlantic Athletic Conference.

The BIL, BHOF and the University of Albany agree to the following terms:

1. This tournament will be conducted in accordance with all NCAA rules and regulations, including but not limited to, NCAA bylaw 17.3.5.1.1, commonly referred to as '4 for (2) exemption' in the game schedule for the 2018 – 2019 basketball season.
2. UA will participate in (2) scheduled road games (identified as Game 1 & Game 2) under the following terms:
 - o UA agrees to receive payment of \$225,000.00 total for Game 1 and Game 2 in guarantee monies. Monies payable to UA shall be made no earlier than December 2, 2018 and no later than January 2, 2019.
 - o BHOF and UA agree that UA is responsible for travel arrangements to Game 1 and Game 2. Travel arrangements are defined as: air (if applicable), ground transportation, hotel accommodations and team meals or per-diem.
 - o BHOF and UA agree that Game #1 and Game #2 opponent and location shall be mutually agreed upon between all parties concerned.
 - o BHOF and UA shall mutually agree upon the dates for Game 1 and Game 2.
 - o All game management/arena expenses and related ticket revenue for Game 1 and Game 2 are the responsibility of the host institutions. UA shall not be responsible for any game related expense nor receive any ticket revenue derived from the playing of Game 1 or Game 2.
 - o BHOF and host school/conference will be responsible for the recruitment and payment of game officials for Game 1 and Game 2.
 - o BHOF and host institutions agree to provide UA (50) complimentary tickets to each of Game 1 & Game 2.

3. UA will participate in (2) neutral site games away from the UA campus (identified as Game 3 & Game 4) currently scheduled for the SSE Arena in Belfast, Northern Ireland on Friday November 30 and Saturday December 1. Neutral site format will be a (4) team bracket comprised of UA plus three (3) other institutions.

 - a. Semifinal round on Friday November 30 (Game 3)
 - b. Championship and 3rd place games on Saturday December 1 (Game 4)
 - c. BIL will be responsible for all game management/ arena expenses for Game 3 and Game 4.
 - d. BIL will be responsible for the recruitment and payment of all game officials expenses for Game 3 and Game 4.
 - e. BIL will retain all ticket sales revenue derived from Game 3 and Game 4.
 - f. BIL will provide UA the following travel assistance:
 - i. (25) roundtrip airline tickets
 - ii. Hotel accommodations – (15) rooms per night for maximum of (4) nights
 - iii. Ground transportation upon arrival into region
 - iv. (1) team meeting room at designated team hotel
 - v. Team meal schedule or team meal per-diem for travel party of (25) for trip duration
 - vi. BIL will provide (75) complimentary tickets to UA for each of Game 3 & Game 4
 1. Complimentary tickets will be located in premium location (e.g. lower seating section) defined as either behind UA bench or across from UA bench.
4. BIL and BHOF retains all media broadcast rights for Game 3 & Game 4, except that UA shall have the right to grant to its local radio station(s) that broadcast(s) its regular season games the non-exclusive right to broadcast, live or on a delayed basis, any Tournament games in which UA participates. In the event that any games involving UA are not broadcast live within the United States to the state of New York, UA shall have the right to provide such live coverage through its own endeavor's.
5. BIL and BHOF shall retain all event sponsorship rights for Game 3 and Game 4.
6. Use of Marks:
 - a. UA agrees that BIL, designated domestic national television partner, BHOF, SCL and MAAC will each have the limited, non-exclusive right to use the UA trademarks, service marks, logos, copyrights and related rights in connection with its advertising and promotional efforts, television coverage and otherwise in relation to the Event for the duration of this Agreement. Any use of marks must be approved by UA prior to activation.
 - b. BIL, BHOF, SCL and MAAC agrees that UA will have the right to use BIL, BHOF, SCL and MAAC logos, images and marks for the non-commercial use in connection with its advertising and promotional efforts in otherwise in connection with the Event. Any use of marks must be approved by all parties prior to activation.
7. UA Insurance:
 - a. UA shall obtain and maintain for the duration of this Agreement insurance of the types and at the levels typically maintained by participating teams for events of this nature, and at minimum shall maintain \$1 million of general liability, \$1 million of auto, excess liability, employers' liability and overseas travel medical insurance for student-athletes

8. Indemnification:

- a. BIL, BHOF, SCL and MAAC shall indemnify, defend and hold UA, its trustees, officers, employees and students harmless from and against all claims, suits, damages, liabilities, losses, demands, penalties, costs and expenses (including reasonable attorneys' fees), and punitive damages of every kind and nature, by or on behalf of any person, firm, association, corporation or other entity, arising out of or directly or indirectly relating to the Event (including without limitation the basketball game) save in respect of any claims, expenses or damages arising out of the relevant party's wrongful, fraudulent or intentionally negligent or tortious acts.

9. Cancellation:

- b. BIL, BHOF and UA do not anticipate any negative issues between either side. However, to protect the Event and any advertising, promotion, or ticket sales based on the participation of UA, the BIL and BHOF will penalize UA a fee of \$100,000.00 for not participating or upholding the provisions of this Agreement.

By signing the below, BHOF, BIL and UA have agreed upon the above mentioned terms and will consider this Agreement binding between each organization. Any change in the terms of this Agreement must be agreed by each of the parties in writing.

Belfast Invitational Limited

Name: Dareth Maguire (Printed)

Title: CEO

Signature: Dareth Maguire

Date: 15/2/18

University of Albany

Name: Kevin C. Wilcox (Printed)

Title: Associate VP & Controller

Signature: K. C. Wilcox

Date: 1/18/18

The Naismith Memorial Basketball Hall of Fame Inc.

Name: Glenn Pucci (Printed)

Title: VP Basketball Ops

Signature: G. Pucci

Date: 2/12/18



NAISMITH MEMORIAL
BASKETBALL
HALL OF FAME

**2018 BASKETBALL HALL OF FAME BELFAST CLASSIC
CAMPUS ROUND SCHEDULE CHANGE AGREEMENT**

ADDENDUM TO CONTRACT

This memo of understanding is between the Naismith Memorial Basketball Hall of Fame and the University at Albany regarding the 2018 Basketball Hall of Fame Belfast Classic campus round schedule.

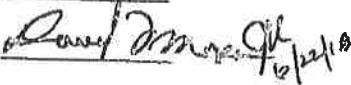
Both parties agree to the following terms:

- The University at Albany will play one campus round game, as opposed to the original contract which indicated two campus round games.
- The University at Albany's one campus round game will be played at the University of Wisconsin-Milwaukee on Friday November 23, 2018.
- The University at Albany and the Basketball Hall of Fame agree to adjustment in financial guarantee. University at Albany will now receive \$70,000 for the one campus round game. No further financial guarantee will be provided due to the cancellation of Game #2. The University at Albany will play three games as part of this 2018 multi-team event instead of the original four contracted.
- All other terms within the signed contract between the BHF and UA, beyond the above listed changes remain the same.

By signing the below, each party recognizes and agrees to the above change of schedule and terms for the 2018 Basketball Hall of Fame Belfast Classic. Both the original contract and this addendum are binding between the two organizations. Any further change would require additional contract addendum between the BHF and the University at Albany.

University at Albany

Name: David F. Mason

Signature: 

Title: University Controller

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www.hoophall.com

The Naismith Memorial
Basketball Hall of Fame is
a 501 (c) (3) non-profit
organization dedicated to
honoring and preserving
the history of basketball.

Naismith Memorial Basketball Hall of Fame

Name: _____

Signature: _____

Title: _____